

**Missouri Department of Social Services, Children's Division**

**VOLUNTARY PLACEMENT AGREEMENT**

**Introduction:**

This is a document to secure a voluntary placement into a foster home or into residential group care for:

(child's full name) \_\_\_\_\_,

(date of birth) \_\_\_\_\_ (social security number) \_\_\_\_\_.

This agreement is between the following parties:

The parent(s)/legal guardian(s)/custodian(s) of said child,

\_\_\_\_\_

and the Department of Social Services, Children's Division.

**According to Section 210.108, RSMo:**

The above parties may enter into a written agreement for the placement of a child seventeen years or younger into foster care or residential group care;

The placement is needed solely because the child is in need of mental health treatment;

The Department of Mental Health must determine that placement is appropriate and it is solely due the child's need for mental health treatment;

The Department of Social Services will authorize the Department of Mental Health (DMH) to place the child, administer the placement, and provide care and treatment for the child while he/she is under the voluntary placement agreement; and

The Department of Social Services will administer and supervise the placement to ensure compliance with federal law; and

The parent(s)/legal guardian(s)/custodian(s) retain legal custody of the child during the child's placement;

**Agreement:**

The Department of Social Services, Children's Division (DSS/CD), and the parent(s)/legal guardian(s)/custodian(s) of the child (herein after referred to as the parent(s)) are parties to this agreement and agree to the following:

1. DSS/CD has authority to select the foster care or residential group care placement and has responsibility for care and supervision of the child. DSS/CD may assign placement responsibility to the Department of Mental Health. Except in emergency situations, no change in placement will be made without prior notice to the parent(s), Department of Mental Health and the Department of Social Services.
2. The parent(s) will obtain a medical examination of the child prior to placement. In the event of an emergency placement or if the parent is unable to obtain such an examination prior to placement, the medical examination shall be arranged by the parent, the division or placement provider, within 72 hours of placement.
3. The parties and DMH designee will participate in developing a mutually agreed upon permanency/treatment plan prior to placement, or no longer than 72 hours after placement. The parties will comply with provisions of the permanency/treatment plan and will maintain regular contact as specified in the plan.
4. The parent(s) will notify the designated care manager or his/her supervisor of any changes in family composition, phone number, address, employment, income, health care coverage or other information critical to case management decisions.
5. The parent(s) will continue to take an active role in decision making regarding their child and remain an active partner in the implementation of the mutually agreed upon treatment plan.
6. Should an emergency arise where immediate medical attention is needed and the parent(s) is unable to authorize such attention, the DSS/CD has authority to call a physician and to consent to emergency medical and emergency surgical care.
7. Due to the parent retaining legal custody of the child, the parent agrees to a referral to Child Support Enforcement (CSE) and further agrees to bear financial responsibility for the child to the extent that the parent is able.
8. This mutual agreement is effective the date the child is placed. The placement shall be in the least restrictive setting and for the shortest amount of time, as clinically indicated. Subsequent agreements may be entered into, but the total period of placement shall not exceed 180 days. The DSS/CD's payment for the placement will not exceed 180 days.

9. Failure to follow the conditions of the permanency/treatment plan could lead to a referral to the juvenile court and/or termination of the placement agreement.
10. This agreement will be terminated if the parent(s) or the child moves outside the State of Missouri. This agreement may be terminated by DSS/CD upon ten days notice.
11. The parent(s) may terminate this agreement for any reason at any time.

**Effective Date of Placement** \_\_\_\_\_

**Sign-off of Parties**

Parent(s)/legal guardian(s)/custodian(s):

\_\_\_\_\_, \_\_\_\_\_  
Date

DSS/CD Representative:

\_\_\_\_\_, \_\_\_\_\_  
Date

DSS/CD Supervisor or Circuit Manager

\_\_\_\_\_, \_\_\_\_\_  
Date